

THE ALAMO NATIONAL BANK

Kerry Keisling
Vice President

12929
RECORDATION NO. _____ Filed 1425

February 10, 1981

FFB 12 1981 -2 45 PM

INTERSTATE COMMERCE COMMISSION

Secretary of the Interstate
Commerce Commission
Washington, D. C. 20523

No. **1-044A291**
Date **FEB 13 1981**
Fee \$ **50.00**
ICC Washington, D. C.

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FEE OPERATION BR

Dear Sir:

Pursuant to FED REG Title 49, Chapter 10 Interstate Commerce Commission, Part 116 as it relates to recordation of documents, please find: (1) the original document and (2) certified true copies of the original document as described and required in Parts 116.3(b), respectively. Further find a Cashier's Check in the amount of \$50.00 made payable to The Secretary of the Interstate Commerce Commission representing the required recordation fee required in Part 116.3(d) (1) for recordation of said original document.

The enclosed original document represents an instrument evidencing a mortgage as defined in Part 116.1(a) with mortgagor being D. Dale Wood and mortgagee being The Alamo National Bank of San Antonio, Texas. The equipment covered is described as follows:

Three (3) 23,500 gallon nominal capacity tank cars, manufactured by Richmond Tank Car Company, DOT 111AL00W3, exterior coiled and insulated; 100-ton roller bearing trucks bearing the following numbers: RTMX 13241, RTMX 13320, RTMX 13321

Please return the recorded original document to The Alamo National Bank to the attention of Kerry Keisling, Vice President, P.O. Box 900, San Antonio, Texas 78293.

Very truly yours,


Kerry Keisling
Vice President

KK/gc
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

2/17/81

OFFICE OF THE SECRETARY

Kerry Keisling, VP
The Alamo National Bank
St. Mary's at Commerce
P.O. Box 900
San Antonio, Texas 78293

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **2/12/81** at **2:45pm**, and assigned re-
recording number(s). **12929**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SECURITY AGREEMENT-EQUIPMENT AND CONSUMER GOODS

FEB 12 1981 -2 45 PM

INTERSTATE COMMERCE COMMISSION

D. Dale Wood

(Name)

50 Briar Hollow Lane, Suite 600 West Harris Houston, Texas 77027

(No. and Street)

(City)

(County)

(State)

(Zip Code)

hereinafter called "Debtor", and The Alamo National Bank of San Antonio, 306 West Commerce Street, San Antonio, Bexar County, Texas, hereinafter called "Secured Party", agree as follows:

Section I. Creation of Security Interest.

Debtor hereby grants to Secured Party a security interest in the Collateral described in Section II of this Security Agreement to secure performance and payment of all obligations and indebtedness of Debtor to Secured Party of whatever kind and whenever or however created or incurred.

Section II. Collateral.

The Collateral of this Security Agreement is Tank Cars

of the following description:

(3) 23,500 gallon nominal capacity tank cars, manufactured by Richmond Tank Car Company, DOT 111AL00W3, exterior coiled and insulated; 100-ton roller bearing trucks bearing the following numbers:

RTMX 13241

RTMX 13320

RTMX 13321

now owned or hereafter acquired by Debtor, and all additions and accessions thereto, and proceeds thereof. The inclusion of proceeds in this Security Agreement does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not specifically authorized by this agreement.

Section III. Payment Obligations of Debtor.

(1) Debtor shall pay to Secured Party any sum or sums due or which may become due pursuant to any promissory note or notes now or hereafter executed by Debtor to evidence Debtor's indebtedness to Secured Party, in accordance with the terms of such promissory note or notes and the terms of this Security Agreement.

(2) Debtor shall pay to Secured Party on demand all expenses and expenditures, including reasonable attorneys' fees and other legal expenses incurred or paid by Secured Party in exercising or protecting its interests, rights and remedies under this Security Agreement, plus interest thereon at the rate of ten percent (10%) per annum.

(3) Debtor shall pay immediately, without notice, the entire unpaid indebtedness of Debtor to Secured Party, whether created or incurred pursuant to this Security Agreement or otherwise, upon Debtor's default under Section V of this Security Agreement.

Section IV. Debtor's Representations, Warranties and Agreements.

Debtor represents, warrants and agrees that:

(1) All information supplied and statements made by Debtor in any financial, credit or accounting statement or application for credit prior to, contemporaneously with or subsequent to the execution of this Security Agreement are and shall be true, correct, complete, valid and genuine.

(2) No Financing Statement covering the Collateral or its proceeds is on file in any public office; except for the security interest granted in this Security Agreement, there is no lien, security interest or encumbrance in or on the Collateral; and Debtor is the owner of the Collateral.

(3) Debtor's residence is the address shown at the beginning of this agreement, and Debtor will immediately notify Secured Party in writing of any change of Debtor's place of residence.

(4) If the Collateral is bought or used primarily for business use and is of a type normally used in more than one State (such as automotive equipment, rolling stock, airplanes, road building equipment, commercial harvesting equipment, construction machinery and the like), the chief place of business of Debtor is the address shown at the beginning of this agreement. Debtor will immediately notify Secured Party in writing of any change in Debtor's chief place of business. If certificates of title are issued or outstanding with respect to any of the Collateral, Debtor will cause the interest of Secured Party to be properly noted thereon.

(5) If the Collateral is to be wholly or partly affixed to real estate or other goods, a description of the real estate or other goods is as follows:

and the name of the record owner of such real estate or other goods is _____

If the Collateral is wholly or partly affixed to real estate or installed in or affixed on other goods, Debtor will, on demand of Secured Party furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate or other goods, of any interest in the Collateral which is prior to Secured Party's interest. Unless the blank spaces in this paragraph are filled in when this Security Agreement is executed, the Collateral will not be affixed to any real estate or other goods so as to become fixtures on such real estate or accessions to other goods.

(6) The Collateral will be used primarily for:

- (a) Personal, family or household purposes.
(b) Farming operations.
(c) Business use, unless Secured Party consents in writing to another use.
(d) And, in addition, is being acquired with the proceeds of the note of Debtor to Secured Party

which Secured Party may disburse directly to the Seller of the Collateral. (Strike any inapplicable statement)

D. Dale Wood [Signature]

Debtor Signs Here

(7) The Collateral shall remain in Debtor's possession or control at all times at Debtor's risk of loss and

be kept at _____ (No. and Street) (City) (County) (State)

where Secured Party may inspect it at any time. Except for its temporary removal in connection with its ordinary use, Debtor shall not remove the Collateral from the above address without obtaining prior written consent from Secured Party.

(8) The Collateral will not be misused or abused, wasted or allowed to deteriorate, except for the ordinary wear and tear of its intended primary use, and will not be used in violation of any statute or ordinance.

(9) Debtor will have and maintain insurance at all times with respect to all Collateral against risks of fire, theft and such other risks as Secured Party may require, including standard extended coverage, and in the case of note

CERTIFICATE OF ORIGINAL DOCUMENT COPY

STATE OF TEXAS X

COUNTY OF BEXAR X

On this 10th day of February, 1981, I have compared the attached copy with the original document and believe that it is a true and correct copy in all respects.

THE ALAMO NATIONAL BANK

BY


Kerry Keisling, Vice President

Before me this 10th day of February, 1981 personally appeared Kerry Keisling, Vice President of The Alamo National Bank whose signature appears above and who by me being duly sworn upon oath says that the statement set forth above is true and correct.

Subscribed and sworn to before me this 10th day of February, 1981.

6-9-84
My Commission Expires:


Notary Public for State of Texas